the established rules. *Haskett* v. *State*, 51 Ind. 176. Since, however, the assault here operated as a warning to others that anyone testifying against the defendant was in danger of suffering the same consequences, it would seem that the free course of justice was thereby obstructed sufficiently to constitute a contempt of court. See Beale, "Contempt of Court, Criminal and Civil," 21 HARV. L. REV. 161.

EVIDENCE — DOCUMENTS — REJECTION OF A MEMORANDUM PROCURED BY FRAUD. — In defense to an action for breach of oral warranty, the defendant pleaded that the contract had been reduced to writing, and gave in evidence a written memorandum which apparently restricted the alleged warranty so as to defeat the plaintiff's recovery. The plaintiff proved that his signature to the memorandum had been procured by a fraudulent misrepresentation as to its contents, and the lower court did not admit the writing. *Held*, that the memorandum was properly excluded. *Whipple* v. *Brown Bros. Co.*, 121 N. E. 748 (N. Y.).

If a specialty fails to express the true intention of the parties on account of mistake, clerical error, or fraud, equity may reform it. *Pickens* v. *Pickens*, 72 W. Va. 50, 77 S. E. 365; *Kinman* v. *Hill*, 156 N. W. 168 (Iowa); *Jones* v. *Johnston*, 193 Ala. 265, 69 So. 427. In such cases equity merely makes it possible for the parties to perform the contract actually made. See 4 POMEROY, EQUITY JURISPRUDENCE, §§ 1375–76. In determining whether there is a contract the law now regards, not the hidden intentions, but the inferences that one party reasonably draws from the words and acts of the other. *Stoddard* v. *Ham*, 129 Mass. 383; *Williams* v. *Burdick & Co.*, 63 Ore. 41, 126 Pac. 603. If a written memorandum of a sale does not express the true intention of the parties on account of the fraud of one of the bargainors, the writing is not evidence of a contract either on the old theory of a meeting of minds or the modern theory of expressed mutual assent. *Shea's Appeal*, 121 Pa. 302, 15 Atl. 629; *Shores-Mueller Co.* v. *Lonning*, 159 Iowa, 95, 140 N. W. 197. In the principal case, therefore, the memorandum procured by fraud was properly rejected. It seems that if the plaintiff, although wishing to postpone action on the contract, had desired to have the memorandum so modified as to avoid future prejudice, he could have had it reformed in equity on a bill *quia timet*. See *Brown* v. *Statter*, 206 Mass. 119, 122, 92 N. E. 78, 79.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — AGREEMENT OF OFFICER OF A CORPORATION TO PROCURE A CONTRACT FROM THE CORPORATION. — The defendant agreed to form a corporation of which he should be a director and to procure a contract whereby all the goods of the corporation were to be bought from the plaintiff at a price named by him and to be sold at prices fixed by him. The corporation was organized with the defendant as director, but he failed to procure the contract from the corporation. The plaintiff then brought action for the breach of the original agreement. *Held*, that the agreement is illegal. *Rosenthal* v. *Light*, 173 N. Y. Supp. 743.

The general principle is well established that a contract by the directors or stockholders of a corporation which tends to influence their action to the prejudice of the corporation, its creditors, or the other stockholders is illegal. Such contracts usually consist of promises of employment by the corporation to incorporators or purchasers of stock. *West* v. *Camden*, 135 U. S. 507; *Guernsey* v. *Cook*, 120 Mass. 501. This rule has been relaxed somewhat in cases where the parties to the contract were the only ones interested in the corporation or where all those interested have consented, and it does not appear that the performance of the contract will lead to a breach of the duties owed the corporation. *Drucklieb* v. *Harris*, 209 N. Y. 211, 102 N. E. 599; *Kantzler* v. *Bensinger*, 214 Ill. 589, 73 N. E. 874. See *Fabre* v. *O'Donohue*, 173 N. Y. Supp.

472. *Cf. Woodruff* v. *Wentworth*, 133 Mass. 309, 314. The principal case is a further application of the general rule. In addition to there being stockholders unaware of the contract, it is manifest that the agreement by the corporation would not inure to its advantage. The corporation is to be made a mere selling agency subject to the will of the plaintiff, who is to reap the profits.

INJUNCTIONS — ACTS RESTRAINED — INJUNCTION AGAINST HOLDING ELECTION ON UNCONSTITUTIONAL AMENDMENT. — Plaintiff sued to enjoin the submission to popular vote of a proposed state constitutional amendment alleged to be in conflict with the Constitution of the United States. *Held*, that an injunction should not be granted. *Weinland* v. *Fulton*, 121 N. E. 816 (Ohio).

If plaintiff sued as an elector or citizen the court would refuse an injunction on the ground that equity does not protect political rights. *Fletcher* v. *Tuttle*, 151 Ill. 41, 37 N. E. 683. Equity will protect a taxpayer, however, from misuse of public funds. *Crampton* v. *Zabriskie*, 101 U. S. 601. In a few states a taxpayer may enjoin the holding of an election where the statute or ordinance under which it was called is *ultra vires*. *De Kalb County* v. *Atlanta*, 132 Ga. 727, 65 S. E. 72; *Solomon* v. *Fleming*, 34 Neb. 40, 51 N. W. 304; *Cascaden* v. *Waterloo*, 106 Iowa, 673, 77 N. W. 333. See *Layton* v. *Monroe*, 50 La. Ann. 121, 23 So. 99. But the weight of authority is against this. *Pfeifer* v. *Graves*, 88 Ohio St. 473, 104 N. E. 529; *Duggan* v. *Emporia*, 84 Kan. 429, 114 Pac. 235; *Dubuisson* v. *Election Supers.*, 123 La. 443, 49 So. 15; *McAlester* v. *Millwee*, 31 Okla. 620, 122 Pac. 173. Some courts say a taxpayer's interest is too remote and conjectural. *Duggan* v. *Emporia*, *supra*. Others lay down the general rule that equity will never interfere with elections. *Copeland* v. *Olsmith*, 124 Pac. 33 (Okla.). And where an election on an initiated measure was sought to be enjoined on the ground that the petitions calling the election were not regular, the court said an injunction would be an interference with the legislative department of the government. *Pfeifer* v. *Graves*, *supra*. The principal case differs from any of the above in that the authority for holding the election is perfectly valid, the alleged unconstitutionality being in the subject matter. The interference with legislative processes would therefore be much plainer than in the Pfeifer case. Hence even if plaintiff was a taxpayer and the election was a special one, neither of which appears in the report, the decision seems absolutely sound.

INJUNCTIONS — ACTS RESTRAINED — INJUNCTION OF STRIKES IN WAR TIME. — The defendants were instigating and conducting strikes in plaintiff's shoe factory. The strikes were accompanied by unlawful violence. The plaintiff was engaged in manufacturing military supplies for the United States government. Plaintiff sought an injunction. *Held*, that "all strikes for any cause whatever be enjoined for the duration of the war." *Rosenwasser Bros.* v. *Pepper*, 172 N. Y. Supp. 310.

For a discussion of this case, see NOTES, page 837.

INSURANCE — MARINE INSURANCE — "HOSTILITIES," MEANING IN F. C. AND S. CLAUSE. — The plaintiff reinsured a cargo with the defendant under a policy containing the usual f. c. and s. clause, the relevant words of which were, "warranted free from all consequences of hostilities or warlike operations." The cargo was damaged by the explosion of a bomb placed in the vessel while in a South American port by a German. No authorization or ratification of this act by the German government was shown. The plaintiff sued on the policy. *Held*, that he could not recover. — *Atlantic Mutual Insurance Co.* v. *King*, 35 T. L. R. 164.

The court states correctly that the reinsurer has the burden of proving that the loss falls within the warranty. *Munro, Brice & Co.* v. *War Risks Association*, [1918] 2 K. B. 78. See *Compania Maritima of Barcelona* v. *Wishart*, 34